

# PD1000118415

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(Requestor's Name)

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(City/State/Zip/Phone #)

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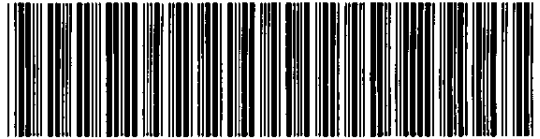
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2018 APR - 4 PM 11:13  
STATE OF MISSISSIPPI  
FALLS BLVD, JACKSON, MS 39201

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2018 APR - 4 PM 2:07  
STATE OF MISSISSIPPI  
FALLS BLVD, JACKSON, MS 39201

*Mr. Ger*

APR - 5 2018

I ALBRITTON

# CT Corp.

3458 Lakeshore Drive, Tallahassee, FL 32312  
850-656-4724

**Date:** 4/4/2018

Acc#I20160000072



|             |   |
|-------------|---|
| Name:       | Advanced Answers on Demand Holding Corporation (FL) |
| Document #: |   |
| Order #:    | 10912191  |

|                                   |                          |  |                         |  |
|-----------------------------------|--------------------------|--|-------------------------|--|
| Certified Copy of Arts & Amend:   | <input type="checkbox"/> |  |                         |  |
| Plain Copy:                       | <input type="checkbox"/> |  |                         |  |
| Certificate of Good Standing:     | <input type="checkbox"/> |  |                         |  |
|                                   | <input type="checkbox"/> |  |                         |  |
| Apostille/Notarial Certification: | <input type="checkbox"/> |  | Country of Destination: |  |
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|---------|------------|--------|
| Filing: | Certified: | 2 of 2 |
|         | Plain:     |        |
|         | COGS:      |        |

This is a 1 - 2 filing. Please file this merger second.

|                     |
|---------------------|
| Availability _____  |
| Document _____      |
| Examiner _____      |
| Updater _____       |
| Verifier _____      |
| W.P. Verifier _____ |
| Ref# _____          |

Amount: \$ 70.00

Thank you!

# **ARTICLES OF MERGER**

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

| <u>Name</u>         | <u>Jurisdiction</u> | <u>Document Number</u><br>(If known/ applicable) |
|---------------------|---------------------|--|
| AOD Holding Company | Delaware            |  |

**Second:** The name and jurisdiction of each merging corporation:

| <u>Name</u>                                    | <u>Jurisdiction</u> | <u>Document Number</u><br>(If known/ applicable) |
|--|---------------------|--|
| Advanced Answers on Demand Holding Corporation | Florida             | P01000118415                                     |
|  |                     |  |
|  |                     |  |
|  |                     |  |
|  |                     |  |

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 03/28/2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 03/28/2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

AOD Holding Company

Advanced Answers on Demand  
Holding Corporation

*James Evans*  
*James Evans*

James Evans CFO

James Evans CFO

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (the "**Agreement**") is dated as of March 28, 2018 by and between Advanced Answers on Demand Holding Corporation, a Florida corporation ("**Acquiror**"), and Advanced Answers on Demand, Inc., a Florida corporation (the "**Company**" and, collectively with the Acquiror, the "**Parties**").

## **RECITALS**

**WHEREAS**, the Company is a wholly owned subsidiary of the Acquiror;

**WHEREAS**, the respective Boards of Directors and Shareholders of the Acquiror and the Company have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporation and shareholders;

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Business Corporation Act (the "**FBCA**"), will merge with and into the Acquiror, with the Acquiror as the Surviving Corporation (the "**Merger**");

**WHEREAS**, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Parties desire to enter into the transactions contemplated by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

"**Acquiror**" has the meaning set forth in the Preamble.

"**Agreement**" has the meaning set forth in the Preamble.

"**Certificates**" has the meaning set forth in Section 3.2.

"**Company**" has the meaning set forth in the Preamble.

"**Company Common Shares**" has the meaning set forth in Section 3.1(a).

"**Effective Time**" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the shareholders of each of the Parties as set forth in Section 2.4, which shall be April 3, 2018.

"**FBCA**" has the meaning set forth in the RECITALS.

"**Merger**" has the meaning set forth in the RECITALS.

"**Parties**" has the meaning set forth in the Preamble.

"**Surviving Corporation**" has the meaning set forth in Section 2.1.

Any other terms defined herein have the meaning so given them.

## **ARTICLE II: MERGER**

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of the Acquiror then in effect at the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA. The directors and officers of the Company shall be deemed to have resigned such positions immediately prior to the Effective Time.

2.4 Shareholder Approval. The consummation of the Merger as set forth in this Agreement has been approved by the directors and shareholders of each of the Parties.

## **ARTICLE III: CONVERSION OR CANCELLATION OF SHARES**

3.1 Conversion or Cancellation of Shares. The Acquiror owns all of the issued and outstanding stock of the Company. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company's shareholder:

(a) All shares of the Company's common shares, par value \$0.01 per share ("**Company Common Shares**") issued and outstanding immediately prior to the Effective Time

are owned by Acquiror and will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) Each share of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

3.2 Share Certificates. Upon surrender by the shareholder of the Company of the certificate (the "**Certificates**") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Shares to Acquiror for cancellation, together with such other documents as Acquiror shall require, the Certificates shall be cancelled.

#### ARTICLE IV: OTHER PROVISIONS

4.1 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.2 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.3 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.5 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.6 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.7 Governing Law and Jurisdiction. This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

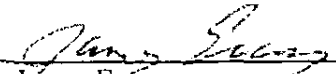
4.8 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

[Signatures on following page]

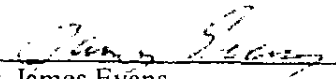


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

ADVANCED ANSWERS ON DEMAND  
HOLDING COMPANY

By   
Name: James Evans  
Title: Secretary

ADVANCED ANSWERS ON DEMAND,  
INC.

By   
Name: James Evans  
Title: Secretary